

RECORDATION REQUESTED BY:

Union Planters Bank NA
CorporateBanc
4270 I-55 North, Suite 201
Jackson, MS 39225

STATE MS. DESOTO CO.

APR 14 10 39 AM '03

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
728 Melrose Avenue
Nashville, TN 37211

BK 1697 PG 192
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

615-733-1162
Union Planters Bank, N.A.
Union Planters Bank NA
565 Marriott Dr.
Nashville, TN 37214

Beth McDowell

NOTE TO CHANCERY CLERK:

L12, SA, Phase I - S35, T1S, R7W

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MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 24, 2003, is made and executed between Bryan Homes, Inc., whose address is 779 Avery Blvd., North, Ridgeland, MS 39157 ("Grantor") and Union Planters Bank NA, CorporateBanc, 4270 I-55 North, Suite 201, Jackson, MS 39225 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 27, 2001 (the "Deed of Trust") which has been recorded in De Soto County, State of Mississippi, as follows:

Recording Date August 2, 2001, De Soto County, Book 1362 Page 6663.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in De Soto County, State of Mississippi:

See Attached "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4846 Graham Lakes Dr., Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend Maturity Date September 24, 2003.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 24, 2003.

GRANTOR:

BRYAN HOMES, INC.

By:

Steve Bryan, President of Bryan Homes, Inc.

LENDER:

X

Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF MississippiCOUNTY OF Hinds

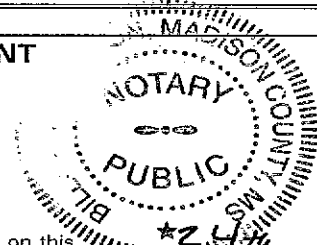
) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this March day of 2003, within my jurisdiction, the within named Steve Bryan, President of Bryan Homes, Inc., a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV 1, 2003
BONDED THRU SPECIAL NOTARY SERVICE



LENDER ACKNOWLEDGMENT

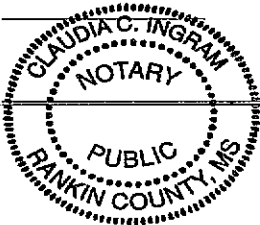
STATE OF MississippiCOUNTY OF Hinds

) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of March, 20 03, within my jurisdiction, the within named Joe Robertson, Senior Vice President of Union Planters Bank a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:



Notary Public State of Mississippi
At Large
My Commission Expires
September 1, 2005
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

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Exhibit "A"

(the "Real Property") located in DESOTO COUNTY County, State of Mississippi:

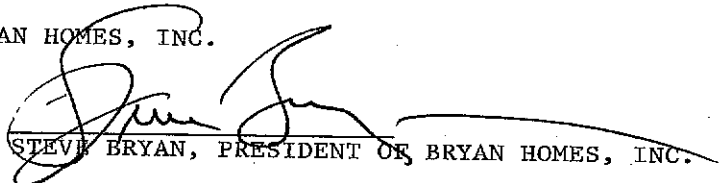
LOT 12, SECTION A, PHASE I, WEDGEWOOD FARMS, SITUATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 11, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

The Real Property or its address is commonly known as 4846 GRAHAM LAKES DRIVE, OLIVE BRANCH, MS 38654.

SIGNED FOR IDENTIFICATION:

BRYAN HOMES, INC.

BY:


STEVE BRYAN, PRESIDENT OF BRYAN HOMES, INC.